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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/804,888	03/18/2004	Romeo Deplazes	P/4309-70	8197

81900 7590 11/24/2008

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EXAMINER	
FISHER, PAUL R	

ART UNIT	PAPER NUMBER
3689	

MAIL DATE	DELIVERY MODE
11/24/2008	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/804,888	DEPLAZES, ROMEO	
	Examiner	Art Unit	
	PAUL R. FISHER	3689	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *24 July 2008*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-16* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-16* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *18 March 2004* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☒ All b)☐ Some * c)☐ None of:

1.☒ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

1. Amendment received on July 24, 2008 has been acknowledged. Claims 1-16 are currently pending and have been considered below.

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

2. **Claims 1, 2, 14 and 16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hummert et al. (3,973,648), in view of Hamada (7,194,415), further in view of L. H. Diamond et al. (3,209,324) hereafter Diamond.**

As per claim 1, Hummert et al. discloses a method of maintaining an elevator installation or an escalator installation with a maintenance center physically separate (off-site) from the escalator installation (Abstract; discloses a monitoring system for off-site monitoring of an escalator installation), the method comprising the steps of:

transferring performance-relevant data from the elevator or escalator installation to the maintenance center (Col. 2, lines 8-13; disclose that the elevator is monitored and status information is sent to the off-site maintenance center or remote monitoring point);

linking the performance-relevant data in the maintenance center with at least one operating parameter to form an installation capacity utilization (Col. 2, lines 20-28; disclose that some of the information regarding the elevator includes availability, travel

direction, door position and loading or capacity of each elevator. Col. 2, lines 37-42; disclose that the system uses this information to perform traffic studies);

Hummert et al. fails to fully disclose transmitting a protocol with respect to the installation capacity utilization to a customer separate from the maintenance center.

Hamada, which talks about a support system for maintenance contract of elevator, teaches transmitting a protocol with respect to the installation capacity utilization to a customer separate from the maintenance center (Col. 5, lines 18-23; teaches that the customer is provided a website, this website will allow the maintenance company the ability to transmit information regarding the capacity utilization to the customer as seen in Col. 6, lines 2-9; which teaches that a remote monitoring system is used to help the customer evaluate the load or capacity changes in the system and update their contract accordingly).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the transmitting of capacity information to the customer taught by Hamada, for the purpose of allowing the customer to modify their service contract according to their actual usage rather then estimated or assumed values. This benefit would allow the customer to ensure that they are always getting the service they require as opposed to a service that could possibly be too much or not enough coverage.

The combination of Hummert et al. and Hamada fails to fully disclose including in the protocol a total number of and reasons for faults in the elevator or escalator installation.

Diamond, which talks about an elevator trouble reporting system, teaches reporting a total number of and reasons for faults in the elevator (Since there is no specified time frame for the total number of faults in the system the Examiner is interpreting this limitation to read as reporting all the faults in the system at that given time and the reason for that fault Col. 3, lines 36-45; teach that all of the faults in the system have their own code for determining what fault has occurred. Col. 1, lines 37-59; teach that the fault can be transmitted to a remote location for the purposes of maintenance or the system can report faults directly to the elevator owners. These signals will continue to be sent until the problem is correct this showing that each fault in the system will be reported or that the total faults in the system will be reported).

Therefore, from this teaching of Diamond it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by the combination of Hummert et al. and Hamada, with the reporting of faults in the system as taught by Diamond for the purpose of informing the maintenance service of what problems have occurred and what needs to be fix. This will also ensure that faulty elevators are not used, which will increase safety. By sending this information to the customer as well as the maintenance service the customer is aware of any potential dangers as well as being aware of what faults have occurred and would be required to be fixed.

As per claim 2, the combination of Hummert et al. and Hamada teaches the above-enclosed invention, Hummert et al. further discloses storing information in electronic and paper form for further use (Col. 2, lines 59-62; disclose that the information is printed out for later use. Col. 10, lines 46-49; disclose that the information can be stored on magnetic tape, which at the time of the invention was a popular storage means for electronic information, this information is saved to be analyzed at a later date).

Hummert et al. fails to disclose transmitting the protocol at least one of electronically and as a postal transmission to the customer.

Hamada, which talks about a support system for maintenance contract of elevator, teaches transmitting the protocol at least one of electronically to the customer (Col. 5, lines 18-23; teaches the use of a website to transmit information to the customer, a website is a known electronic means of transmission).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the transmitting of information to the customer taught by Hamada, for the purpose of allowing the customer to view and modify their information. By transmitting information to the customer electronically the customer is assured that the information is up to date and available on demand. While Hamada shows the use of electronic transmission, Hummert et al. discloses printing of stored information, from that it would have been obvious to one of ordinary skill in the art at the time of the invention to use the postal system to send

information to the customer, since the postal service has been a known method of transmitting information in paper form for decades.

As per claim 14, the combination of Hummert et al. and Hamada teaches the above-enclosed invention, Hummert et al. fails to disclose including providing at least one threshold value of the installation capacity utilization via the maintenance center and transmitting this threshold value to the customer in the protocol with respect to installation capacity utilization.

Hamada, which talks about a support system for maintenance contract of elevator, teaches providing at least one threshold value of the installation capacity utilization via the maintenance center (Col. 6, lines 2-9; teaches that the degree of load on the elevator is shown to the customer this degree of load, where the load refers to the capacity utilization of the elevator, is the threshold in which the customer can see if their over all usage is down or up and determine if there needs to be a change in the contract) and transmitting this threshold value to the customer in the protocol with respect to installation capacity utilization (Col. 5, lines 18-23; teaches that the service provider transmits threshold information to the customer via a website where the customer can see the degree of load or capacity utilization and determine if there needs to be a change in the contract).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the use of threshold information in regards to the over all capacity utilization of the elevator and the

transmitting of information to the customer taught by Hamada, for the purpose of allowing the customer to view and modify their information. By transmitting information to the customer the customer is assured that the information is up to date and available on demand.

As per claim 16, Hummert et al. discloses a system for maintenance of an elevator installation (Abstract; discloses a monitoring system for off-site monitoring of an escalator installation) or an escalator installation, comprising:

a maintenance center physically separate from the elevator (Col. 2, lines 5-8; discloses that the maintenance center or remote monitoring point is sent information from the elevator installation) or escalator installation;

at least one data transfer device operative to transfer performance relevant data from the elevator or escalator installation to the maintenance center (Col. 2, lines 5-13; discloses that the remote monitoring system has modem capable of transferring status information from the elevator to the remote monitoring point. Col. 2, lines 20-28; discloses that the status information includes performance information such as availability, and the loading or capacity of each elevator);

at least one data processing system arranged to link the performance-relevant data with at least one operating parameter to form an installation capacity utilization (Col. 2, lines 20-28; disclose that some of the information regarding the elevator includes availability, travel direction, door position and loading or capacity of each elevator. Col. 2, lines 37-42; disclose that the system uses this information to perform traffic studies); and

Hummert et al. fails to disclose at least one data transfer device operative to transmit a protocol with respect to the installation capacity utilization to a customer separate from the maintenance center.

Hamada, which talks about a support system for maintenance contract of elevator, teaches at least one data transfer device operative to transmit a protocol with respect to the installation capacity utilization to a customer separate from the maintenance center (Col. 6, lines 2-9; teaches that through remote monitoring the customer can view the capacity utilization of each elevator and determine if changes need to be made to their contract. Col. 5, lines 18-23; teaches that the service provider transmits this capacity utilization information to the customer via a website where the customer can log on and check their current usage and make changes to their contract).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the transmitting of capacity information to the customer taught by Hamada, for the purpose of allowing the customer to modify their service contract according to their actual usage rather then estimated or assumed values. This benefit would allow the customer to ensure that they are always getting the service they require as opposed to a service that could possibly be too much or not enough coverage.

The combination of Hummert et al. and Hamada fails to fully disclose including in the protocol a total number of and reasons for faults in the elevator or escalator installation.

Diamond, which talks about an elevator trouble reporting system, teaches reporting a total number of and reasons for faults in the elevator (Since there is no specified time frame for the total number of faults in the system the Examiner is interpreting this limitation to read as reporting all the faults in the system at that given time and the reason for that fault Col. 3, lines 36-45; teach that all of the faults in the system have their own code for determining what fault has occurred. Col. 1, lines 37-59; teach that the fault can be transmitted to a remote location for the purposes of maintenance or the system can report faults directly to the elevator owners. These signals will continue to be sent until the problem is correct this showing that each fault in the system will be reported or that the total faults in the system will be reported).

Therefore, from this teaching of Diamond it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by the combination of Hummert et al. and Hamada, with the reporting of faults in the system as taught by Diamond for the purpose of informing the maintenance service of what problems have occurred and what needs to be fix. This will also ensure that faulty elevators are not used, which will increase safety. By sending this information to the customer as well as the maintenance service the customer is aware of any potential dangers as well as being aware of what faults have occurred and would be required to be fixed.

3. **Claims 3-7, 9, 11-13 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hummert et al. (3,973,648), in view of Hamada (7,194,415),**

further in view of L. H. Diamond et al. (3,209,324) hereafter Diamond, further in view of Nick Rini: "Paperless billing: What's the payoff?" (Sep. 15, 2000) here after Rini.

As per claim 3, the combination of Hummert et al. and Hamada teaches the above-enclosed invention, Hummert et al. discloses recording information regarding the installation capacity utilization that has been used, a degree of availability of the elevator installation, a distribution in time or space of the journeys of the elevator (Col. 2, lines 20-28; disclose that information is collected on availability, load or capacity. Col. 2, lines 37-42; disclose that information is collected regarding wait time, trip times and the like this information would be used to calculate distribution time).

Hummert et al. fails to disclose generating an invoice with respect to the information gathered.

Hamada, which talks about a support system for maintenance contract of elevator, teaches generating a contract between the customer and the maintenance service based on information gathered by the system, such as capacity or load, and transmitting that information over a communication link via a homepage (Col. 6, lines 2-9; teaches that a remote monitoring system collects information and the contract agreement between the service provider, which is the maintenance service, and the customer is based off of the information gathered, the information relating to load or capacity usage. Col. 5, lines 18-23; teaches that there is a homepage in which the customer can access information about their service and change their contract based on updated service information).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the generation of a contract based on capacity and the transmitting of that information to the customer taught by Hamada, for the purpose of allowing the customer to view and modify their information. By transmitting information to the customer electronically the customer is assured that the information is up to date and available on demand.

Rini, which talks about paperless billing, teaches the generating of invoices or billing statements (Page 2, Col. 3, paragraph 3; teaches that companies offer statements or invoices on the Web).

From this teaching of Rini, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators and providing service contracts for maintenance on those elevators provided by the combination of Hummert et al. and Hamada, with the generating of invoices taught by Rini, for the purpose of billing the customer for services received under their contract agreement that was provided by the teaching of Hamada.

As per claim 4, the combination of Hummert et al., Hamada, and Rini teaches the above-enclosed invention, Hummert et al. fails to fully disclose including settling the invoice with respect to the installation capacity utilization that has been used by at least one maintenance payment of the customer.

Hamada, which talks about a support system for maintenance contract of elevator, teaches generating a contract between the customer and the maintenance

service based on information gathered by the system, such as capacity or load, and transmitting that information over a communication link via a homepage (Col. 6, lines 2-9; teaches that a remote monitoring system collects information and the contract agreement between the service provider, which is the maintenance service, and the customer is based off of the information gathered, the information relating to load or capacity usage. Col. 5, lines 18-23; teaches that there is a homepage in which the customer can access information about their service and change their contract based on updated service information).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the generation of a contract based on capacity and the transmitting of that information to the customer taught by Hamada, for the purpose of allowing the customer to view and modify their information. By transmitting information to the customer electronically the customer is assured that the information is up to date and available on demand.

Rini, which talks about paperless billing, teaches the generating of invoices or billing statements (Page 2, Col. 3, paragraph 3; teaches that companies offer statements or invoices on the Web). Rini further teaches the settling or payment of that invoice by the customer (Page 4, col. 2, paragraphs 1 and 2; teaches that upon receiving the invoice the customer settles the invoice or pays it).

From this teaching of Rini, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring

system for elevators and providing service contracts for maintenance on those elevators provided by the combination of Hummert et al. and Hamada, with the generating of invoices and the payment of those invoices taught by Rini, for the purpose of billing the customer for services received under their contract agreement that was provided by the teaching of Hamada and to pay the maintenance service also as part of the contract agreement.

As per claim 5 and 6, the combination of Hummert et al., Hamada, and Rini teaches the above-enclosed invention, Hummert et al. fails to disclose transmitting the invoice electronically to the customer and electronically remitting at least one maintenance payment to an account of a person responsible with the maintenance of the elevator or escalator installation.

Rini, which talks about paperless billing, Rini teaches transmitting the invoice electronically to the customer (Page 4, col. 2 paragraph 1, teaches that a statement/bill or invoice is sent to the customer via e-mail which is a known form of electronic transfer). Rini further teaches the settling or payment of that invoice by the customer (Page 4, col. 2, paragraphs 1 and 2; teaches that upon receiving the invoice the customer settles the invoice or pays it also using an electronic means).

From this teaching of Rini, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators and providing service contracts for maintenance on those elevators provided by the combination of Hummert et al. and Hamada, with the electronic transfer of invoices and the payment of those invoices electronically taught by Rini, for the

purpose of billing the customer for services received under their contract agreement that was provided by the teaching of Hamada and to pay the maintenance service also as part of the contract agreement. The use of electronic transfer assists both the customer and the service provider in reducing costs due to traditional paper forms of billing which include the costs of postage and time spent opening and sending the mail. The electronic transfer also ensures that the bills are sent and received by both parties on time and that the transmission is secure.

As per claims 7 and 9, the combination of Hummert et al., Hamada, and Rini teaches the above-enclosed invention, Hummert et al. fails to disclose transmitting the invoice with respect to the installation capacity utilization that has been used in maintenance periods of less then one year.

Hamada, which talks about a support system for maintenance contract of elevator, teaches generating a contract between the customer and the maintenance service based on information gathered by the system, such as capacity or load, and transmitting that information over a communication link via a homepage (Col. 6, lines 2-9; teaches that a remote monitoring system collects information and the contract agreement between the service provider, which is the maintenance service, and the customer is based off of the information gathered, the information relating to load or capacity usage. Col. 5, lines 18-23; teaches that there is a homepage in which the customer can access information about their service and change their contract based on updated service information).

Hamada further teaches that it is common to have contracts that are for the period of one month (Col. 1, lines 15-16; teaches that contracts are made monthly).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the generation of a contract based on capacity and the transmitting of that information to the customer and basing the contract on a monthly period of time taught by Hamada, for the purpose of allowing the customer to view and modify their information. By transmitting information to the customer electronically the customer is assured that the information is up to date and available on demand. The use of a month as a period of the billing cycle is old and well known in all fields as a standard billing period.

Rini, which talks about paperless billing, Rini teaches transmitting the invoice to the customer (Page 4, col. 2 paragraph 1, teaches that a statement/bill or invoice is sent to the customer via e-mail).

From this teaching of Rini, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators and providing service contracts for maintenance on those elevators provided by the combination of Hummert et al. and Hamada, with the electronic transfer of invoices taught by Rini, for the purpose of billing the customer for services received under their contract agreement that was provided by the teaching of Hamada.

As per claims 11 and 12, the combination of Hummert et al., Hamada, and Rini teaches the above-enclosed invention, Hummert et al. fails to disclose transmitting the invoice after consumption of predefined customer work.

Hamada, which talks about a support system for maintenance contract of elevator, teaches generating a contract between the customer and the maintenance service based on information gathered by the system, such as capacity or load, and transmitting that information over a communication link via a homepage (Col. 6, lines 2-9; teaches that a remote monitoring system collects information and the contract agreement between the service provider, which is the maintenance service, and the customer is based off of the information gathered, the information relating to load or capacity usage. Col. 5, lines 18-23; teaches that there is a homepage in which the customer can access information about their service and change their contract based on updated service information).

Hamada further teaches that it is common to have contracts that are based on consumption of predefined customer work (Col. 1, lines 25-34; teaches that contracts can be completed on an as needed basis, if the customer approves a part to be replaced then they are billed for that replacement).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the generation of a contract based on capacity and the transmitting of that information to the customer and basing the contract on a monthly period of time taught by Hamada, for the purpose of

allowing the customer to view and modify their information. By transmitting information to the customer electronically the customer is assured that the information is up to date and available on demand. The use of as needed system allows the customer to pay for only the service they have used.

Rini, which talks about paperless billing, Rini teaches transmitting the invoice to the customer (Page 4, col. 2 paragraph 1, teaches that a statement/bill or invoice is sent to the customer via e-mail).

From this teaching of Rini, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators and providing service contracts for maintenance on those elevators provided by the combination of Hummert et al. and Hamada, with the electronic transfer of invoices taught by Rini, for the purpose of billing the customer for services received under their contract agreement that was provided by the teaching of Hamada.

As per claim 13, the combination of Hummert et al., Hamada, and Rini teaches the above-enclosed invention, Hummert et al. fails to disclose transmitting the invoice at least one of after fulfillment of a predefined number of journeys and after a predefined travel distance has been covered.

Hamada, which talks about a support system for maintenance contract of elevator, teaches generating a contract between the customer and the maintenance service based on information gathered by the system, such as degree of load of the elevator or capacity, monthly running time, a running distance, and door opening and closing times (Col. 5, lines 58-65; teaches that the customers usage information is

calculated and stored. Col. 6, lines 2-9; teaches that the information about usage is gathered remotely and the contract between the customer and service provider is based off of this usage information where the customer can update the contract based off of changes in usage, from this it is shown that the number of journeys as well as over all travel distance is calculated and stored and the user can use this information to update their contract for service).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the generation of a contract based on usage characteristics taught by Hamada, for the purpose of allowing the customer to create a contract that best full fills their needs.

Rini, which talks about paperless billing, Rini teaches transmitting the invoice to the customer (Page 4, col. 2 paragraph 1, teaches that a statement/bill or invoice is sent to the customer via e-mail).

From this teaching of Rini, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators and providing service contracts for maintenance on those elevators provided by the combination of Hummert et al. and Hamada, with the electronic transfer of invoices taught by Rini, for the purpose of billing the customer for services received under their contract agreement that was provided by the teaching of Hamada.

As per claim 15, the combination of Hummert et al. and Hamada teaches the above-enclosed invention, Hummert et al. fails to disclose transmitting at least one

statement for clarification of falling below or exceeding the threshold value of the installation capacity utilization to the customer in the protocol, transmitting at least one statement with respect to upgrade cost to the customer in the protocol, and transmitting at least one invoice for the upgrade to the customer in the protocol.

Hamada, which talks about a support system for maintenance contract of elevator, teaches transmitting at least one statement for clarification of falling below or exceeding the threshold value of the installation capacity utilization to the customer in the protocol (Col. 6, lines 2-9; teaches that remote monitoring tracks the over all usage of the elevator notifies the customer in any change of usage and helps them determine what changes in the contract are needed. Col. 6, lines 10-19; teach that upon seeing the changes in the usage the system recommends changes to the contract which could be possible upgrades or downgrades in service which includes changes in price of the new service plan, from this it shown that the system sends a statement to the customer to clarify that have been changes to the usage which is the notice that there has been a change from the threshold value of the installation capacity utilization and that the customer may want to change their contract).

Hamada further teaches transmitting at least one statement with respect to the upgrade cost to the customer in the protocol (Col. 6, lines 10-19; teach that upon seeing the changes in the usage the system recommends changes to the contract which could be possible upgrades or downgrades in service which includes changes in price of the new service plan).

From this teaching of Hamada, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators provided by Hummert et al., with the generation of a contract based on usage characteristics and the transmission of a statement to the customer regarding changes in their usage and recommending a change in their contract taught by Hamada, for the purpose of allowing the customer to create a contract that best full fills their needs and allowing their customers to continue to change their contract with any changes in their needs.

Rini, which talks about paperless billing, Rini teaches transmitting the invoice to the customer (Page 4, col. 2 paragraph 1, teaches that a statement/bill or invoice is sent to the customer via e-mail).

From this teaching of Rini, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators and providing service contracts for maintenance on those elevators provided by the combination of Hummert et al. and Hamada, with the electronic transfer of invoices taught by Rini, for the purpose of billing the customer for services received under their contract agreement that was provided by the teaching of Hamada.

4. **Claims 8 and 10 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hummert et al. (3,973,648), in view of Hamada (7,194,415), further in view of L. H. Diamond et al. (3,209,324) hereafter Diamond, further in view of Rini, further in view of Examiner's Official Notice**.

As per claims 8 and 10, the combination of Hummert et al., Hamada and Rini teaches the above-enclosed invention, but fails to disclose transmitting the invoice quarterly or weekly.

Examiner is taking Official Notice that is old and well known to transmit and invoice based on a period of time decided in a contract. This period of time could be based on any set period a day, week, month, quarter, year etc. Some examples of this are a daily parking fee to park in a parking garage, or a weekly fee of paper delivery, or a yearly fee paid for street parking permits. It would be obvious to allow the customer to set how often they wish to be billed. In this system a quarterly billing cycle would ease the burden of the customer in paying monthly invoices. On the other hand a weekly billing cycle would allow the customer to change the amount billed based on the usage of the pervious week as shown in Hamada. By changing the changing the contract based on weekly usage the customer would have more flexibility in amount charged and possibly save money or get more coverage based on anticipated increase in usage.

Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the remote monitoring system for elevators and providing service contracts for maintenance on those elevators and the transmitting of invoices to the customers for payment provided by the combination of Hummert et al., Hamada, and Rini, with the use of alternate billing cycles taught by Examiner's Official Notice, since it is known that two parties can agree upon any billing cycle in a contract it would be obvious to allow the customer to set how often they wish to be billed. In this system a quarterly billing cycle would ease the burden of the customer in paying

monthly invoices. On the other hand a weekly billing cycle would allow the customer to change the amount billed based on the usage of the pervious week as shown in Hamada. By changing the changing the contract based on weekly usage the customer would have more flexibility in amount charged and possibly save money or get more coverage based on anticipated increase in usage.

Response to Arguments

5. Applicant's arguments filed July 24, 2008 have been fully considered but they are not persuasive.

6. Applicant's arguments with respect to claims 1-16 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

7. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to PAUL R. FISHER whose telephone number is (571)270-5097. The examiner can normally be reached on Mon/Fri [7:30am/5pm] with first Fri off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Janice Mooneyham can be reached on (571)272-6805. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

PRF

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